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ATTN: Kyle Rogers

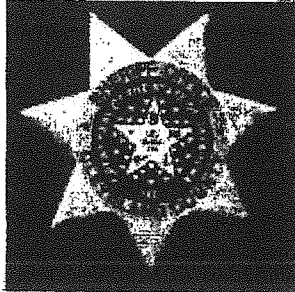
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Cleveland County, OK CO

Not Official



Not Official

CLEVELAND COUNTY, OKLAHOMA

CONTRACT FOR

MEDICAL STAFFING AND ADMINISTRATION

Not Official

FOR

CLEVELAND COUNTY DETENTION CENTER

For

CLEVELAND COUNTY SHERIFF'S OFFICE

JOE LESTER

405-321-8600

203 SOUTH JONES AVENUE

NORMAN OKLAHOMA 73069

Not Official

Not Official

EXHIBIT

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This Contract is entered into between the Cleveland County Sheriff's Department, Oklahoma ("Agency") and ESW Correctional Healthcare LLC, an Oklahoma Limited Liability Company and subsidiary of Sooner Medical Staffing LLC, an Oklahoma Limited Liability Company ("Contractor"). The purpose of this Contract is to contract for the Medical Staffing and Administration of the Cleveland County Detention Center under the terms and conditions detailed in the Contract.

## **I. DUTIES AND RESPONSIBILITIES OF THE CONTRACTOR**

### **MEDICAL CO-PAY SYSTEM**

The Contractor will run and attempt to collect an inmate co-pay system. Inmates are charged \$15.00 per visit. However, there will be no charges for intake screenings, histories, physicals, or initial dental screens. Proceeds of the co-pay system are returned to the Cleveland County General Fund after Contractor has been reimbursed for all costs associated with running and collecting the co-pays.

### **GRANTS**

The Contractor will attempt to find and apply for grants on behalf of the Agency.

### **SCOPE OF CONTRACT**

Contractor shall be the sole supplier and/or coordinator of the health care delivery system at the Facility. Contractor shall be responsible for all medical care for all inmates (except Work Release inmates who shall, when in the Facility, receive only emergency care from the provider) at the Facility. This responsibility of the Contractor for the medical care of an inmate commences with the commitment of the inmate to the custody of the Facility and ends with the release of the inmate. Contractor will provide an LPN, at the Facility, 24 hours a day, seven days a week. Contractor will also provide a nurse practitioner at the Facility a minimum of two hours per week and will provide 24 hour, seven day a week nurse practitioner or equivalent on-call medical coverage to ensure proper medical care for all inmates.

### **INSURANCE**

The Contractor will carry professional liability insurance in minimum amounts of One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) in the aggregate annually. The Contractor will add the Cleveland County Sheriff's Department and the Board of County Commissioners for Cleveland County as an additional insured's on the insurance policies referenced above.

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**COMPLIANCE WITH APPLICABLE LAW**

The Contractor will comply with the standards set forth by the Oklahoma Department of Health for the duration of the term of this Agreement with the Agency.

**CONTRACTOR COOPERATION**

All Contractor personnel, including the personnel of its subcontractor and agents, will be subject to security background checks and clearances by the Sheriff's Department. In each instance, the individual and the Contractor will provide such cooperation as may be reasonably required to complete the security check. The Agency agrees to perform such security checks in a timely manner and not unduly delay such checks.

**CONTAMINATED WASTE**

The Contractor shall be responsible for the disposal of all general waste, including infectious or hazardous waste. The material must be removed from the facility and disposed of as regulated by federal, state and local laws.

**PHARMACEUTICAL**

The Contractor shall provide a complete pharmaceutical system for inmates housed at the Facility. The Contractor will be responsible to pay the costs of all pharmaceuticals up and until the amount of the pharmaceutical maximum liability limit is met. At that point, Agency will be responsible for any additional pharmaceutical cost, and during such time Agency will be allowed to use the contractual discounts negotiated by Contractor.

The Contractor shall provide for pharmaceutical services to assure the availability of prescribed medications within (24) hours of the order of issue being written except where such medications are not readily available in the local community. Pharmaceutical services shall be consistent with State and Federal regulations, and must be monitored by a licensed qualified pharmacist.

The Contractor shall provide for the purchasing, dispensing, administering and storage of all pharmaceuticals by qualified personnel and for the proper storage of psychotropic medications as prescribed to inmates.

The Contractor shall provide for the recording of the administration of medications in a manner and on a form pre-approved that includes documentation of the fact that inmates are receiving and ingesting their prescribed medications. Documentation will also be required when an inmate's ordered medication was not administered and the reason given.

#### MAXIMUM LIABILITY

The Contractor's maximum liability for all costs associated with off-site provision of medical or other health care services and for all dental services and transportation during the twelve months of this contract will be Fifty Thousand dollars ("50,000.00"). Any expenses incurred or to be incurred for medical and other health care services provided off-site (e.g. hospital, specialist) in excess of \$50,000.00 will be the responsibility of the Cleveland County Sheriff's Department.

The Contractor shall be responsible for the costs of all pharmaceuticals administered up and until the maximum liability for pharmaceuticals. The maximum liability for all pharmaceuticals, including but not limited to "prescription" and "over the counter" medications, shall be Forty Thousand dollars ("40,000.00") for the twelve months of this contract. The Cleveland County Sheriff's Department will be responsible for all costs in excess of \$40,000.00.

#### IMMUNITY FROM LIABILITY

The Contractor agrees to indemnify and to hold the Cleveland County Sheriff's Department and the Board of County Commissioners for Cleveland County and its agents harmless for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs arising out of damage or injury or property caused or sustained by any person or persons as a result of the performance or failure of the Medical Staffing and Administration provider to provide services pursuant to the terms of the contract. Save and except the final decision whether to pay or deny any off-site medical or pharmaceutical service will reside with the County, and accordingly, Contractor will not be required to indemnify the Cleveland County Sheriff's Department for claims relating to that decision.

#### FILING WITH INSURANCE

Contractor will be responsible to ensure that, whenever possible, insurance claims are filed for inmate medical expenses.

#### NEGOTIATION OF DISCOUNTS

Contractor shall use its best efforts to negotiate discounts for all off-site medical and pharmaceuticals. In the event the maximum liability of the Contractor is met during the contract period, Agency will be allowed to use the contractual discounts negotiated by Contractor.

#### PERSONEL RECORD KEEPING

The Contractor shall intially, then upon request, provide to the Agency proof of licenses and/or certificates for all professional staff. In addition, malpractice insurance must be available for all physicians and Nurse Practitioners/Physician Assistants, and other employees, if applicable.



#### SCHEDULES

Copies of staffing schedules encompassing all health care staff are to be submitted to the Cleveland County Sheriff's Department at least ten (10) days prior the commencement of the month. Any changes to the schedule must be in writing to the Agency..

#### STATISTICS

Monthly and daily statistics will be maintained. Monthly statistics will be submitted to the Agency on or before the Fifth day of the following month. Daily statistics will be provide upon written request by the Agency.

#### GRIEVANCES

Grievances shall be monitored to detect areas of concern. Inmate grievances shall be documented on a log and a response shall be prepared. All grievances are to be responded to within Five (5) business days. The Agency shall be provided with a copy of all grievances.

#### EMERGENCY ASSISTANCE

The Contractor shall, in times of emergency or threat thereof, whether accidental, natural or man-made, provide medical assistance to the Cleveland County Sheriff's Department to the extent or degree required by the Cleveland County Sheriff's Department policies and procedures.

#### MEDICAL AND NURSING SERVICES PROVIDED

- 1 Medical unit coverage 24 hours a day, seven days a week, including at a minimum;
  - a. 24 hours a day, seven days a week LPN coverage including all holidays, this will require approximately five full time LPN's;
  - b. A Nurse Practitioner who will provide on site clinic hours on a bi-weekly basis;
  - c. A Physician who will provide 24 hours a day, seven days a week on-call coverage for consultation on an as needed basis, which could include off-site or on-site consultations;
  - d. Provide approximately 2.5 administrative personnel who will work for Contractor at Contractor's office to provide the necessary administrative help necessary to implement all of the requirements of this contract.
- 2 24 hour intake screening including medical history forms on all inmates at the time of admission;
- 3 Medications as prescribed;
- 4 Sick call triage and follow-up on a daily basis to include weekends and holidays;
- 5 Appropriate and timely response to medical needs and emergencies; and

- 6 Personnel files (or copies thereof) of contract employees assigned to the Facility are to be maintained at ESW's corporate office and shall be available to the Agency upon written request.

#### DENTAL CARE

The Contractor shall provide emergency dental care for each inmate under the direct supervision of a licensed dentist. Dental care will be considered off-site medical.

#### TESTIFYING IN COURT

Contractor personnel should be aware that they might, from time to time, be subpoenaed to testify in court regarding medical treatment or inmate condition or behavior. Overtime, if any, associated with this obligation is the responsibility of the Contractor. Parties agree to use their best efforts to keep this to a minimum, including adjusting schedules.

#### PROTOCOLS

A written manual of standardized policies and defined procedures must be reviewed at least annually and revised as necessary. A copy shall be provided to Counsel for the Agency.

#### LABORATORY AND X-RAY SERVICES

The Contractor shall provide for necessary laboratory and x-ray services. The cost of these services will be considered off-site medical care, regardless of where the services are performed.

#### TRANSPORTATION

The Contractor will arrange for inmate transportation for emergency ambulance care. The cost of these services will be considered off-site medical care. The Agency will be responsible to provide all other transportation relating to the provision of health services.

#### NON-INMATE HEALTH SERVICES

Non-inmate health services shall be provided in the form of emergency care for staff and visitors for the purpose of stabilizing the condition and arranging for transport.

Emergency services include first aid, assessment, stabilization and the coordination of transport of employees or visitors who become ill or injured in the Facility.

The Contractor shall provide management of the Hepatitis B vaccination program for all Detention Facility staff. The Agency will bear the cost of the vaccine.

The Contractor shall provide an annual TB screen for all Detention Facility staff.

**MEDICAL RECORDS REQUIREMENTS**

1. A medical record consistent with state regulations and community standards of practice shall be maintained for each inmate held beyond the first appearance in court. These records shall be kept separate from the jail confinement records of the inmate.
2. Individual health care records will be initiated and maintained for every inmate regarding medical, dental, or mental health services received as a result of the inmate screening process and for services rendered following the inmate's assignments to a housing area.
3. In any case where medical care is at issue, or in any criminal or civil litigation where the physical or mental condition of an inmate is at issue, the Contractor shall make accessible to the Sheriff, Jail Commander, District Attorney, or Agency Attorney such records and, upon receipt, provide copies. The Contractor additionally acknowledges compliance with and understanding of all applicable HIPAA requirements.
4. The Contractor acknowledges and agrees that all records prepared or acquired by the Contractor during performance of services under the contract will immediately become the property of the Agency.
5. Included in the inmate population are inmates incarcerated on behalf of the Oklahoma Department of Corrections and Municipalities. The Contractor shall promptly notify the Agency for any need outside the routine care for such inmates and shall provide documentation of required treatment to the Department of Corrections or Municipality as requested. The Contractor shall submit all related bills to the Contract Administrator to ensure reimbursement to the Agency of all outside medical expenses and cost of pharmaceuticals incurred on behalf of such inmates.
6. If an inmate medical record cannot be located within twenty-four (24) hours of a discovered loss, the Agency shall be immediately notified.
7. Inactive medical records will be maintained in accordance with the laws of the State of Oklahoma and the American Medical Association.
8. Any and all legal actions or requests affecting inmates and/or the medical contract provider must be provided, in writing, to the Agency within twenty-four hours.

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## **II. DUTIES OF AGENCY**

### **REIMBURSEMENT FOR SERVICES**

The reimbursement for this twelve month Contract from Agency to Contractor is to be made on a monthly basis in the amount of forty one thousand six hundred and sixty seven dollars ("\$41,667.00"). The Cleveland County Sheriff's Department shall pay the Contractor on a monthly basis.

### **USE OF FACILITY AND EXISTING EQUIPMENT**

Agency agrees that Contractor will be provided appropriate space in the Detention Center to perform all required duties and that Contractor will be allowed use of the current equipment and supplies owned by Agency as necessary.

In the event additional equipment needs to be purchased, it will be the Agency's responsibility to purchase the required equipment and it will be owned by the Agency.

### **REIMBURSEMENT OF UNMET MAXIMUM LIABILITY AMOUNTS**

In the event the Contractor's actual expenses for Pharmaceuticals and Off-Site Medical are less than the amount of Agency's maximum liability, Contractor will refund to Agency all of the difference.

## **III. GENERAL TERMS AND CONDITIONS**

### **ALTERATIONS TO CONTRACT**

Any alterations, variations, modifications, or waivers of the provisions of the contract will be valid only if they are reduced to writing, duly signed by the parties and attached to the original contract.

### **FORCE MAJEURE**

Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.



CONTRACTOR PERSONNEL

The Agency shall have the right to reject the employment by the Contractor of any person or firm, and to require the removal of any person or firm employed or engaged by the Contractor, when it deems such action to be in its best interest and in the best interest of attaining successful implementation of its correctional medical staffing and administration services program. It is further noted that the right of entrance by any person to the Detention Center/Jail is under the sole jurisdiction of the Cleveland County Sheriff's Department.

TERMINATION OF CONTRACT

A. Mutual Termination of Contract

1. If either party fails to fulfill its obligations under the Contract in a timely proper manner, or if either party violates any material covenant, agreement, or stipulation of the Contract, the party shall thereupon have the right to terminate the Contract by giving written notice to the other party of termination which will occur no less than 60 calendar days after the date of notice, unless an emergency exists as determined by the Board of County Commissioners for Cleveland County. The notice shall specify the effective date of the termination, and the reasons therefore, unless the party to whom notice is given cures the breach to the satisfaction of the party giving notice prior to the effective date of termination.
2. Notwithstanding the above, the Contractor shall not be relieved of liability to the Agency for damages sustained by the County by virtue of any breach of the Contract by the Contractor and the Agency may withhold any payments to the Contractor, in an amount reasonably calculated to equal the estimated damages, for the purpose of setoff until such time as the exact amount of damages to the Agency from the Contractor is determined.

B. Termination for Convenience of the Agency

The Agency may terminate the Contract at any time by giving written notice to the Contractor of termination which will occur no less than 60 calendar days after the date of notice and specify the effective date thereof. If the Contractor is terminated by the Agency without cause as provided in this paragraph, the Contractor will be paid in an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by the Contract, less payments of compensation previously made.

C. Payment due to Termination

In case the services of the Contractor are determined to be unsatisfactory, or because of the Contractor's failure to prosecute the work with diligence or within the time specified, the Agency will pay the Contractor for work accomplished to the date of termination subject to paragraph (A)(2) of this section.

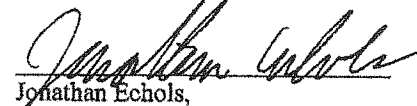
D. Records and Documentation Remain the Property of the Agency


All medical and other records, policies and procedures, manuals, instructional books, orientation, and continuing education records and materials, and documentation of every sort, developed for or used in the operation of the Medical Staffing and Administration Program under the contract, shall be the property of the Agency and, at the termination of the contract, remain the property of the Agency without further obligation.

#### IV. CONTRACT TERM

The term of the contract will be for a twelve (12) month period from July 1, 2009 to June 30, 2010. The contract may be evaluated at any time during this period, at terms and conditions mutually agreeable in writing.

Agreed and Approved:

  
Jonathan Echols,  
ESW Correctional Healthcare, LLC

  
Joe Lester,  
Cleveland County Sheriff

Dated this 17 day of June, 2009.

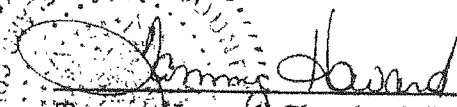
Approved on this 22nd day of June, 2009, by the Board of County Commissioners of Cleveland County.

  
Rod Cleveland, Chairman

  
Rusty Sullivan, Vice-Chairman

  
George Skinner, Member

ATTEST:

  
Tammy Howard, Cleveland County Clerk

